

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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KEVIN DE LA CRUZ and ANTHONY TABAS, Case No. 1:22-cv-03053-SN

Plaintiffs,

**DEFENDANTS' STATEMENT OF  
FACTS PURSUANT TO F.R.C.P. 56.1**

MDBH MOBILE 3 INC., MRBH MOBILE INC.,  
MDBH MOBILE 7 INC., MDBH MOBILE INC.,  
CELL PHONES OF HARLEM, INC., HIGH  
SPEED WIRELESS 1618, INC., GH WIRELESS  
II, INC., and MORIS HASBANI,

Defendants.

-----X  
Defendants, **MDBH MOBILE 3 INC., MRBH MOBILE INC., MDBH MOBILE 7  
INC., MDBH MOBILE INC., CELL PHONES OF HARLEM, INC., HIGH SPEED  
WIRELESS 1618, INC., GH WIRELESS II, INC., and MORIS HASBANI**, though their  
attorneys, **HAMRA LAW GROUP, P.C.**, allege the following Statement of Facts Pursuant to  
the Federal Rules of Civil Procedure (F.R.C.P.) and Local Rule 56.1 of the Eastern District of  
New York:

**DEFENDANTS MDBH MOBILE 3 INC., MRBH MOBILE INC., MDBH MOBILE 7,  
MDBH MOBILE INC., CELL PHONES OF HARLEM, INC., HIGH SPEED  
WIRELESS 1618, INC., and GH WIRELESS II, INC.**

1. Defendant MDBH 3 Mobile, Inc., also referred to as "MBDH 3," or "MD3," was located at 2085 Lexington Avenue. See Exhibit "A," Deposition Transcript of MORIS HASBANI, at p. 30, l. 12-14, p. 68, l. 20-25, and p. 105, l. 24 - p. 106, l. 2.
2. MDBH 3 Mobile, Inc., kept records of the days its employees were scheduled to work at that store. See Exhibit "A" at p. 38, l. 23-25.
3. Defendant MDBH Mobile 3, Inc. was last in operation approximately 2021. See Exhibit "A" at p. 32, l. 12-14.

4. Defendant MORIS HASBANI was an owner of Defendant MDBH Mobile 3, Inc. See Exhibit “A” at p. 32, l. 8-11.
5. Plaintiff ANTHONY TABAS worked at MDBH Mobile 3, Inc., from July 2018 up through and including October 2018. See Exhibit “A” at p. 30, l. 6-14, p. 59, l. 24 - p. 60, l. 2, p. 81, 9-10, and p. 82, l. 9.
6. While working at MDBH Mobile 3, Inc., Plaintiff TABAS “decided when he’s coming or leaving.”. See Exhibit “A” at p. 34, l. 6-10.
7. Plaintiff KEVIN DE LA CRUZ worked at MDBH Mobile 3, Inc., from November 2018 up through and including November 2020. See Exhibit “A” at p. 36, l. 20-22 and p. 62, l. 5-7; see also Exhibit “B,” Deposition Transcript of KEVIN DE LA CRUZ, at p. 84, l. 23-24.
8. Defendant MDBH 7 Mobile, Inc., also referred to as “MD7,” is a cell phone store located at 271 West 125th Street, New York, New York. See Exhibit “A” at p. 54, l. 7-23 and p. 120, l. 16-18.
9. Defendant MORIS HASBANI is the sole owner and operator of MDBH 7 Mobile, Inc.. See Exhibit “A” at p. 54, l. 7 – p. 55, l. 20.
10. Plaintiff KEVIN DE LA CRUZ worked at MDBH 7 Mobile, Inc., from July 2020 up through and including July 2020. See Exhibit “A” at p. 59, l. 3-5 and p. 62, l. 11-12; see also Exhibit “B” at p. 127, l. 2-14.
11. Plaintiff ANTHONY TABAS did not work at MDBH 7 Mobile, Inc.. See Exhibit “A” at p. 59, l. 12-14.
12. Defendant MRBH MOBILE INC. is an entity which owned and operated a cell phone store located at 1618 Westchester Avenue, Bronx, New York. See Exhibit “A” at p. 43,

l. 10-16.

13. MRBH Mobile Inc.'s ownership of the store located at 1618 Westchester Avenue, Bronx, New York was at or preceded ownership by High Speed Wireless 1618 Inc.. See Exhibit "A" at p. 42, l. 23 – p. 44, l. 14.
14. Plaintiff KEVIN DE LA CRUZ worked at MRBH Mobile Inc. and/or High Speed Wireless 1618 Inc. in 2020. See Exhibit "A" at p. 52, l. 15-25; see also Exhibit "B" at p. 111, l. 8-15.
15. Plaintiff ANTHONY TABAS worked at MRBH Mobile Inc. and/or High Speed Wireless 1618 Inc. from approximately January 2018 up through and including June 2018, being its manager for his entire tenure at the store. See Exhibit "A" at p. 51, l. 24 – p. 52, l. 5, p. 59, l. 3-5, and p. 68, l. 14-19; see also Exhibit "C," Deposition Transcript of ANTHONY TABAS, at p. 89, l. 9-24 and p. 91, l. 21.
16. Defendant HIGH SPEED WIRELESS 1618 INC. is owned by Defendant MORIS HASBANI. See Exhibit "A" at p. 42, l. 23 – p. 43, l. 4.
17. Defendant MDBH Mobile, Inc., was a cell phone store operating at 14 West 125th Street in the 2010s. See Exhibit "A" at p. 10, l. 24 – p. 13, l. 16.
18. Defendant MDBH Mobile, Inc. was also known as "MD1" during its operation. See Exhibit "A" at p. 96, l. 12-15 and p. 97, l. 6-7.
19. Defendant MORIS HASBANI was an officer and/or owner of Defendant MDBH Mobile, Inc./MD1. See Exhibit "A" at p. 7, l. 11-15.
20. Plaintiff KEVIN DE LA CRUZ worked at MDBH Mobile, Inc./MD1 from February 2017 to 2018, and then again from July 2018 through August 2022. See Exhibit "B" at p. 12, l. 25 – p. 13, l. 5, p. 21, l. 16-21, p. 146, l. 9 – p. 147, l. 4.

21. Plaintiff ANTHONY TABAS worked at Defendant MDBH Mobile, Inc./MD1 from January 2017 through approximately January 2018, working in a manager's role for the majority of his time at this store. See Exhibit "A" at p. 73, l. 15 – p. 74, l. 6 and p. 96, l. 18-22.
22. Defendant CELL PHONES OF HARLEM, INC., operates a cell phone store located at 16 West 125th Street in Manhattan. See Exhibit "A" at p. 15, l. 20-23. Defendant MORIS HASBANI is its president and sole shareholder. See Exhibit "A" at p. 16, l. 8-12.
23. Defendant HASBANI "believes" Plaintiff KEVIN DE LA CRUZ worked at the store operated by Defendant CELL PHONES OF HARLEM, INC.. See Exhibit "A" at p. 42, l. 17-19.
24. Defendant GH WIRELESS II, INC., is the legal entity which operates the cell phone store known as "Fourth Avenue Wireless," which is located at 43 South Fourth Avenue, in Mount Vernon, New York. See Exhibit "A" at p. 60, l. 8-24.
25. Defendant MORIS HASBANI is the owner of Defendant GH WIRELESS II, INC.. See Exhibit "A" at p. l. 61, l. 5-7.
26. Plaintiff ANTHONY TABAS worked at Defendant GH WIRELESS II, INC.. See Exhibit "A" at p. l. 61, l. 15-17.

**DEFENDANT MORIS HASBANI**

27. Defendant MORIS HASBANI (hereinafter, "Defendant") was an owner of Defendant MDBH Mobile 3, Inc. See Exhibit "A" at p. 32, l. 8-11
28. Defendant is the sole owner and operator of MDBH 7 Mobile, Inc.. See Exhibit "A" at p. 54, l. 7 – p. 55, l. 20.

29. Defendant was an officer and/or owner of Defendant MDBH Mobile, Inc./MD1. See Exhibit “A” at p. 7, l. 11-15.

30. Defendant is the president and sole shareholder of CELL PHONES OF HARLEM, INC.. See Exhibit “A” at p. 16, l. 8-12.

31. Defendant HIGH SPEED WIRELESS 1618 INC. is owned by Defendant MORIS HASBANI. See Exhibit “A” at p. 42, l. 23 – p. 43, l. 4.

32. Defendant is the owner of Defendant GH WIRELESS II, INC.. See Exhibit “A” at p. l. 61, l. 5-7.

**PLAINTIFF KEVIN DE LA CRUZ**

33. Plaintiff KEVIN DE LA CRUZ (hereinafter, “Plaintiff”) started working for Moris Hasbani and his businesses in February 2017. See Deposition Transcript of Kevin de la Cruz, annexed hereto as **Exhibit “B,”** p. 12, l. 7-11.

34. He worked at Defendant Hasbani’s Boost Mobile Store (also known as “MD 1”) located at 14 West 125th Street, Manhattan, beginning in February 2017. See Exhibit “B,” p. 12, l. 25 – p. 13, l. 5, and p. 21, l. 17-18.

35. He was paid \$80.00 per day in cash, paid out weekly on every Monday. See Exhibit “B,” at p. 15, l. 18 – p. 16, l. 5.

36. Plaintiff worked six days a week and worked a seventh day when he wanted to. See Exhibit “B,” at p. 16, l. 6 – p. 17, l. 23.

37. Plaintiff’s job responsibilities at MD1 included but were not limited to store maintenance, as well as selling cell phone accessories along with cell phones. See Exhibit “B,” at p. 35, l. 17 – p. 36, l. 7.

38. The Plaintiff did not have input as to his daily job responsibilities. See Exhibit “B,” at

p. 36, l. 8-15.

39. Plaintiff also earned commission on sales of phones. See Exhibit “B,” at p. 36, l. 23-25.

40. In January 2018, Plaintiff’s received a pay raise from \$80.00 to \$100.00. See Exhibit “B,” at p. 50, l. 2-3.

41. In 2018, Plaintiff was advised by Mayra, one of the managers of MD 1, that she and Plaintiff Anthony Tabas went “half-half” on the store, or in other words, he was half boss. See Exhibit “B,” at p.

42. In March 2018, Plaintiff was fired from MD 1. See Exhibit “B,” at p. 42, l. 4-5 and p. 56, l. 6-12.

43. While working at MD 1, Plaintiff directly interacted with Defendant Hasbani approximately three to four (3-4) times. See Exhibit “B,” at p. 66, l. 16 – p. 67, l. 19.

44. Next, Plaintiff went to work at another Boost Mobile Store, NB3, from March/April 2018 up through and including November 2018. See Exhibit “B,” at p. 68, l. 16 and 25, p. 71, l. 7-19.

45. Plaintiff’s responsibilities at NB3 included maintaining the store and selling cellphones. See Exhibit “B,” at p. 72, l. 16-18.

46. Mr. de la Cruz worked six to seven (6-7) days a week at this store. See Exhibit “B,” at p. 73, l. 5-6.

47. Plaintiff’s work hours at the store were from 9:30am to 7:30pm. See Exhibit “B,” at p. 73, l. 19-20. If he worked a seventh day, Sunday, his hours were 10:30am to 6:00pm. See Exhibit “B,” at p. 74, l. 3-7.

48. He was paid \$120.00 a day while at this store. See Exhibit “B,” at p. 74, l.12-17.

49. Defendant Hasbani was not involved with NB3 in any capacity. See Exhibit “B,” at p. 69, l. 11-18.
50. Next, Plaintiff de la Cruz worked at the Boost Mobile Store MD3, located at 2085 Lexington Avenue, from November 2018 up through and including March 2020. See Exhibit “B,” at p. 84, l. 2-24.
51. His job responsibilities again included store maintenance and selling cellphones and accessories to cellphones. See Exhibit “B,” at p. 94, l. 7-8, 15-17.
52. Plaintiff earned commission payments from making sales on cellphones and cellphone accessories. See Exhibit “B,” at p. 94, l. 9-19.
53. Plaintiff was put at MD3 by Defendant Hasbani at Plaintiff’s request. See Exhibit “B,” at p. 85, l. 16-17.
54. In November 2018, up until March 2020, Plaintiff was earning \$100.00 a day. See Exhibit “B,” at p. 91, l. 18-20, p. 93, l. 17-20, p. 102, l. 11-13, and p. 107, l. 11-12.
55. In March 2020, Plaintiff received a \$20.00 raise, earning \$120.00 per day as of March 2020. See Exhibit “B,” at p. 107, l. 11-15.
56. Plaintiff was moved to a Boost Mobile store located at 1618 Westchester Avenue, Bronx, New York, in March 2020. See Exhibit “B,” at p. 111, l. 8-11. He worked there until July 2020. See Exhibit “B,” at p. 128, l. 12-13.
57. In July 2020, Plaintiff was moved to the Boost Mobile store located at 271st West 125th Street (MD7), where he remained until July 2021. See Exhibit “B,” at p. 135, l. 14-21, p. 136, l. 23, and p. 137, l. 8-14.
58. Plaintiff received a \$20.00 pay raise in May 2021 while at MD7. See Exhibit “B,” at p. 124, l. 8 and p. 140, l. 6-8.

59. Plaintiff was moved back to MD1 in July 2021. See Exhibit “B,” at p. 146, l. 8-22. He worked there until April 2022. See Exhibit “B,” at p. 147, l. 4.
60. Plaintiff’s payrate remained at \$140.00 a day. See Exhibit “B,” at p. 151, l. 15-24.
61. Plaintiff was fired again from MD1 in 2022 because of a disagreement over job responsibilities. See Exhibit “B,” at p. 119, l. 4 – p. 120, l. 22.

**PLAINTIFF ANTHONY TABAS**

62. Plaintiff Anthony Tabas worked for the Defendants in some capacity from mid-2016 up through and including late-2018. See Plaintiff Tabas’ Deposition Transcript, annexed hereto as **Exhibit “C,”** at p. 29, l. 9-10 and p. 106, l. 23-25.
63. Plaintiff worked at a Boost Mobile store in Mount Vernon as a sales associate from June 2016 to August 2016. See Exhibit “C” at p. 29, l. 9-10, 17-21, and p. 44, l. 2-6. He was paid approximately \$120.00 plus commissions. See Exhibit “C” at p. 32, l. 4-10.
64. Plaintiff Tabas next worked at Boost Mobile Store MD1, located at 14 West 125th Street, Manhattan, New York, from August 2016 up through approximately January 2018. See Exhibit “C” at p. 53, l. 9 – p. 54, l. 3.
65. Plaintiff Tabas received a pay boost to \$140.00 dollars when he arrived at the Manhattan Boost Mobile store. See Exhibit “C” at p. 55, l. 16-17.
66. When he arrived at the Manhattan Boost Mobile store, Plaintiff was told by Defendant Hasbani that he did not have to strictly follow the rules set out by the store’s current manager. See Exhibit “C” at p. 64, l. 5-22.
67. In the beginning of 2017, when at the Manhattan Boost Mobile Store, Plaintiff Tabas earned the title of “assistant,” received the keys to the store, and began taking on



managerial responsibilities. See Exhibit “C” at p. 67, l. 2 – p. 69, l. 7, p. 83, l. 9-15, p. 85, l. 15-18. This job change was the result of him being a “problem solver.” See Exhibit “C” at p. 67, l. 2-3.

68. He received a ten dollar increase in pay. See Exhibit “C” at p. 73, l. 5.

69. In 2017, Plaintiff Tabas was able to get Plaintiff de la Cruz a job at the Manhattan Boost Mobile store. See Exhibit “C” at p. 66, l. 4-14.

70. Plaintiff Tabas got Plaintiff de la Cruz this job at or around the time he obtained the keys to the Manhattan store. See Exhibit “C” at p. 76, l. 16-21.

71. Plaintiff Tabas and Plaintiff de la Cruz had different job responsibilities, with a crucial difference being Plaintiff Tabas taking on additional managerial responsibilities because he held keys to the store. See Exhibit “C” at p. 76, l. 7-15.

72. While working in the Manhattan Boost Mobile Store as an “assistant,” Plaintiff Tabas would report directly to Defendant Hasbani every workday on the store’s workflow. See Exhibit “C” at p. 72, l. 2-8.

73. Plaintiff Tabas had authority from Defendant Hasbani to decide his own daily work responsibilities. See Exhibit “C” at p. 85, l. 19 – p. 86, l. 14.

74. In early 2018, after working at the Manhattan Boost Mobile Store, Plaintiff Tabas worked at a Boost Mobile Store located on Westchester Avenue in the Bronx until August or September of 2018. See Exhibit “C” at p. 89, l. 9-18 and p. 90, l. 24 – p. 91, l. 14.

75. Plaintiff Tabas was moved from the Manhattan store to the Westchester Avenue store by Defendant Hasbani “to manage that [Westchester Avenue] store.” See Exhibit “C” p. 91, l. 15-21 and p. 92, l. 3-7.

76. Plaintiff Tabas was given the title of “Manager.” See Exhibit “C” at p. 92, l. 8-11.
77. Mr. Tabas’ job responsibilities at the Westchester Avenue Boost Mobile Store were essentially the same as his responsibilities at the Manhattan Boost Mobile Store. See Exhibit “C” at p. 92, l. 12-24.
78. In addition, Plaintiff Tabas had independent authority to designate employees for daily, individualized job responsibilities. See Exhibit “C” at p. 100, l. 20 – p. 101, l. 7.
79. He received a pay raise from \$150.00 to \$170.00. See Exhibit “C” at p. 96, l. 12-15.
80. In August 2018, Plaintiff Tabas began working at a Boost Mobile Store located on 2085 Lexington Avenue and 125th Street in Manhattan. See Exhibit “C” at p. 105, l. 13-25. He worked at the 2085 Lexington Avenue Boost Mobile Store until mid-October 2018, which was “the end of [his] Boost Mobile career.” See Exhibit “C” at p. 106, l. 21-25.
81. Plaintiff Tabas was responsible for all aspects of running the Lexington Avenue Boost Mobile Store. See Exhibit “C” at p. 118, l. 7-16.
82. Plaintiff Tabas’ rate of pay decreased while at the Lexington Avenue Boost Mobile Store because of lesser sales and foot traffic. See Exhibit “C” at p. 120, l. 19-23.

Dated: Great Neck, New York  
June 26, 2023

Yours etc.,

**HAMRA LAW GROUP, P.C.**

/s/ *Deborah R. Kick*

By: **DEBORAH R. KICK, ESQ.**

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